

1 BILL NO. S-86-11-31

2 SPECIAL ORDINANCE NO. S-204-86

3 AN ORDINANCE approving Water Contract
4 No. 86-06 - Kirkwood Park, Phase
5 II, between Scheidleman Excavating,
6 Inc., and the City of Fort Wayne,
7 Indiana, in connection with the
8 Board of Public Works and Safety.

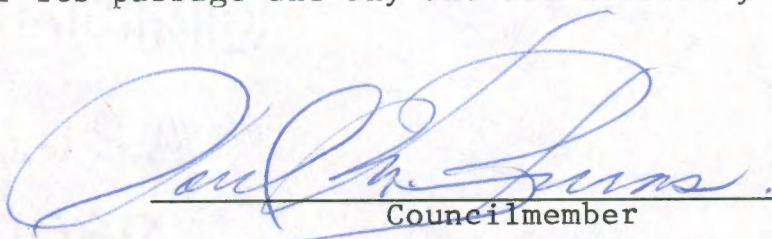
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the annexed Water Contract No. 86-06 -
12 Kirkwood Park, Phase II, by and between Scheidleman Excavating,
13 Inc., and the City of Fort Wayne, Indiana, in connection with
14 the Board of Public Works and Safety, for:

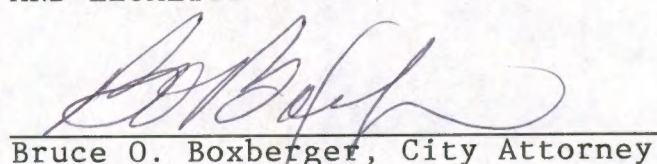
15 the furnishing of all labor, equip-
16 ment, tools, power, transportation,
17 miscellaneous equipment, etc.,
18 necessary to install 3,125+L.F.
19 of 6" CL. 50 Ductile Iron Water
Main pipe as follows: On Spring-
field Avenue from Crescent Avenue
to Rolston Street. On Kirkland
Avenue from Springfield Avenue
to Kirkwood Drive. On Merivale
Street, from Springfield Avenue
to Rolston, all located in Kirk-
wood Park Addition;

20 the Contract price is Sixty-Eight Thousand Two Hundred Seventeen
21 and 50/100 Dollars (\$68,217.50), all as more particularly set
22 forth in said Contract, which is on file in the Office of the
23 Board of Public Works and Safety and, is by reference incorporated
24 herein, made a part hereof, and is hereby in all things ratified,
25 confirmed and approved. Two (2) copies of said Contract are
26 on file with the Office of the City Clerk and made available
27 for public inspection, according to law.

28 SECTION 2. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns
seconded by Eastup, and duly adopted, read the second time
by title and referred to the Committee City Public (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.

DATE: 11-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>C</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>C</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>C</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	<u>C</u>	_____
<u>HENRY</u>	<u>C</u>	_____	_____	_____	_____
<u>REDD</u>	<u>C</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>C</u>	_____	_____	_____	_____
<u>STIER</u>	<u>C</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>C</u>	_____	_____	_____	_____

DATE: 12-9-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~)
(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. 20486
on the 9th day of December, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 10th day of December, 1986,
at the hour of 1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of December,
1986, at the hour of 10⁰⁰ o'clock A M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: KIRKWOOD PARK, PHASE II

CONTRACT#: 86-06

CONTENTS

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	Cover Sheet
<input checked="" type="checkbox"/>	I1 - I9	Instruction to Bidders
<input checked="" type="checkbox"/>	S1	Schedule
<input checked="" type="checkbox"/>	S2-3	Schedule of Items
<input checked="" type="checkbox"/>	GP1-GP7	General Provisions
		Special Conditions
<input checked="" type="checkbox"/>		Plans and Specifications
<input checked="" type="checkbox"/>		Drawings
<input checked="" type="checkbox"/>	S4	NOTES 1 and 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	Anti-Apartheid Ordinance
<input checked="" type="checkbox"/>	Non-Collusion Affidavit
<input checked="" type="checkbox"/>	Bidder's Bond
<input checked="" type="checkbox"/>	Performance Bond
	State Board of Accounts Form 96A
<input checked="" type="checkbox"/>	Certificate in Lieu of Form 96A
<input checked="" type="checkbox"/>	Prevailing Wage Scale - State of Indiana
<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	Warranty Bond
<input checked="" type="checkbox"/>	CERTIFICATION OF BIDDER/VENDOR (ANTI-APARTHEID ORD.)
<input checked="" type="checkbox"/>	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	Other _____ %
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED

Scheidleman Excavating, Inc.

CONTRACTOR

BY: [Signature]
 ITS: John D. Scheidleman, President

OFFER DATE: 10/29/86

BIDDER AGREES TO KEEP BID OPEN FOR
 ACCEPTANCE FOR _____ (90 days
 unless otherwise specified)

COMPLIANCE: [Signature] 11/1/86
 O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
 BOARD OF PUBLIC WORKS AND SAFETY

[Signature]
[Signature]
 CITY OF FORT WAYNE
 MAYOR

AWARD DATE: 11-5-86

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: KIRKWOOD PARK, PHASE II

CONTRACT#: 86-06

CONTENTS

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	Cover Sheet
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<input checked="" type="checkbox"/>	S2-3	Schedule of Items
<input checked="" type="checkbox"/>	GP1-GP7	General Provisions
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<input checked="" type="checkbox"/>		Drawings
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<input checked="" type="checkbox"/>	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	Other _____ %
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED

Scheidleman Excavating, Inc.

CONTRACTOR

BY: [Signature]
 ITS: John D. Scheidleman, President

OFFER
 DATE: 10/29/86

BIDDER AGREES TO KEEP BID OPEN FOR
 ACCEPTANCE FOR _____ (90 days
 unless otherwise specified)

COMPLIANCE: [Signature]
 O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
 BOARD OF PUBLIC WORKS AND SAFETY

[Signature]
[Signature]

CITY OF FORT WAYNE
 MAYOR

[Signature]

AWARD DATE: 11-5-86

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Fowlkes Trucking	Fort Wayne	Trucking & Stone
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking	Fort Wayne	Trucking & Stone
2.		
3.		

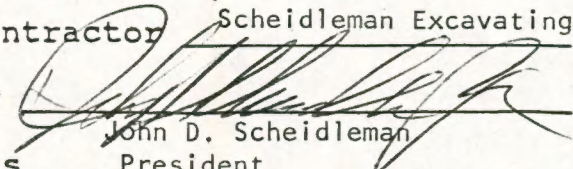
- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Scheidleman Excavating, Inc.

By 
John D. Scheidleman
Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

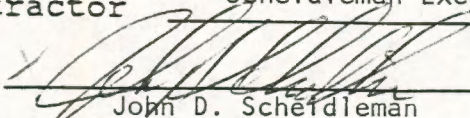
2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor Scheidleman Excavating, Inc.

By

Its


John D. Scheidleman
President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

CONTRACT

All work will be performed in accordance with: ~~XXXXXXXXXX~~ # 86-06, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 68,217.50. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	3,125± L.F.	CL. #50 DUCTILE IRON WATER MAIN	13.08	40,875.00
2.	4 EA.	6" VALVE W/BOX	310.00	1,240.00
3.	3 EA.	6" x 6" M.J. TEES (RESTRAINED)	125.00	375.00
4.	1 EA.	6" x 90° ELL (RESTRAINED)	85.00	85.00
5.	1 EA.	6" x 22½° ELL (RESTRAINED)	80.00	80.00
6.	1 EA.	6" x 11½° ELL (RESTRAINED)	80.00	80.00
7.	5 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1340.00	6,700.00
8.	3 EA.	6" LONG PATTERN SOLID SLEEVE	235.00	705.00
9.	175± L.F.	CONCRETE STREET RESTORATION	28.75	5,031.25
10.	550± L.F.	CONCRETE DRIVE RESTORATION	13.80	7,590.00
11.	25± L.F.	ASPHALT DRIVE RESTORATION	17.25	431.25
12.	2,500± L.F.	GRASS AREA RESTORATION	2.01	5,025.00
TOTAL				68,217.50 ✓

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

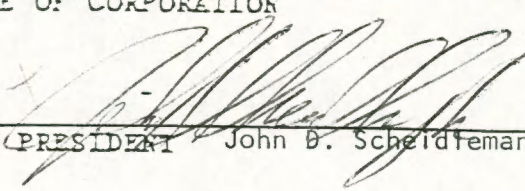
BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 29th day of October, 1986.

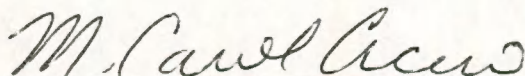
Scheidleman Excavating, Inc.

NAME OF CORPORATION

BY:


(PRESIDENT) John B. Scheidleman

ATTEST:



M. Carol Cicero

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being _____ % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

Scheidleman Excavating, Inc.

the contract for said work, and if _____
Scheidleman Excavating, Inc.

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NOB-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Scheidleman, Excavating, Inc.

By: _____

John D. Scheidleman, President

Subscribed and sworn to before me by _____ John D. Scheidleman -
this 29th day of October, 1986.

My Commission Expires:

10/27/88

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission expires:

NOTARY PUBLIC

Resident of _____ County, IN


CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, John D. Scheidleman, the President
Name
Position of Scheidleman Excavating, Inc.
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 30th day of September, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: 10/29/86


Signature John D. Scheidteman

President

Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 29th day of October, 19 86.

M. Carol Cicero
NOTARY PUBLIC M. Carol Cicero
A Resident of Allen County, IN

My Commission Expires:

10/27/88

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Scheidleman Excavating, Inc.

_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Scheidleman
Excavating, Inc., that Scheidleman Excavating, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 29th day of October, 19 86.

Scheidleman Excavating, Inc.

(Name of Bidder/Vendor)

John D. Scheidtleman, President

(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: October 29, 1986

Scheidleman Excavating, Inc.

(Name of Bidder)

By: 

John D. Scheidleman

Title: President

Official Address (including ZIP code) : 6117 Stoney Creek Drive

Fort Wayne, Indiana 46825

It is the policy of Scheidleman Excavating, Inc. that equal
[Company]
employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex or national
origin.

In support of this policy Scheidleman Excavating, Inc. will not
[Company]
discriminate against any employee or applicant for employment
because of race, religion, color, sex or national origin.

The Scheidleman Excavating, Inc. will take affirmative action
[Company]
to insure that applicants are employed and that employees are
treated during employment without regard to their race,
religion, color, sex or national origin. Such action will
include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Scheidleman Excavating, Inc.

[Name of Company]


[Signature of

Company Official]

John D. Scheidleman, President

1-/29/86

[Date]

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS,

Bond no. TPI611060-81
GPA1535

That we Scheidleman Excavating, Inc.

6117 Stoney Creek Drive, Ft. Wayne, IN 46825

as Principal, and the Transamerica Premier Insurance Company, a corporation under the laws of the State of California, as
Surety, are held and firmly bound unto City of Fort Wayne, IN
Fort Wayne, Indiana (hereinafter called the obligee)

in the full and just sum of ten percent of accompanying bid
(bid not to exceed \$100,000.)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors,
jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for Kirkwood Park-phase II 86-06

NOW, THEREFORE, if said contract be awarded to the Principal and the Principal shall, within such time as may be specified,
enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said con-
tract, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that if said contract is not
awarded within 60 days of the date of bid opening, this bond shall be void and of no force and affect.

Signed and Sealed this twenty-ninth day of October, 1986.

Scheidleman Excavating, Inc.

Principal

By: 

John B. Scheidleman, President

Transamerica Premier Insurance Company

By: 

Attorney-in-fact

Mark D. Sundstrand

Nº 1535

GPA
Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint

MARK D. SUNDSTRAND

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00
ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00

"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"

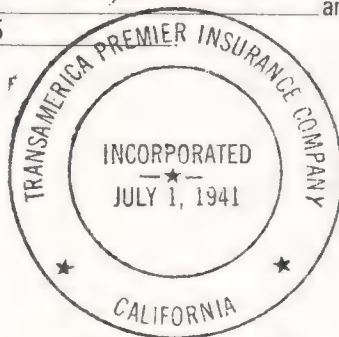
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity, consents of surety and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 20th day of

August, A.D., 19 85



TRANSAMERICA PREMIER INSURANCE COMPANY

By

Jack M. Trapp

State of California

County of Orange

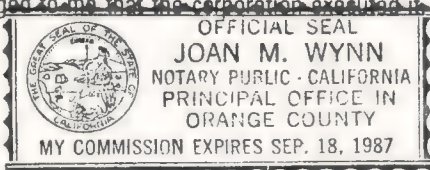
ss.:

On this 20th day of August, in the year 1985, before me

Joan M. Wynn

Jack M. Trapp

executed the within instrument as President, personally known to me to be the person who on behalf of the corporation therein named and acknowledged to me that the corporation executed it



Joan M. Wynn

Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this twenty-ninth day of October

19 86

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF

ATTACHED TO BOND NO. TPI611060-81

PR Campi

Secretary

BIDDING TABULATION Kirkwood Park Phase II			Contract 86-06			B.O. # 21586			U.O. # 63949			29. Oct. 1986		
CONTRACTOR			ENGR. EST.			Behrleman Engr.			Bercot Inc.			John Dehner Inc		
BIDDER'S BOND						10%			10%			Yes		
NON - COLLUSION AFFIDAVIT						Yes			Yes			Yes		
FINANCIAL STATE						Yes			Yes			Yes		
E.E.O. STATE						Yes						Yes		
COMPLETION TIME														
ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
1.	3125 [±] L.F.	CL 50 DI. WATER MAIN	18. ²⁵	57031. ²⁵	13. ⁰⁸	40,875.-	17.-	53125.-	18. ⁵⁰	57812. ⁵⁰	20. ²¹	63156. ²⁵	32. ²⁵	100,781. ²⁵
2.	4 EA.	6" Valves w/ Boxes	375.-	1500.-	310.-	1240.-	405.-	1620.-	287.-	1156.-	482. ⁵⁰	1930.-	527.-	2108.-
3.	3 EA.	6" x 6" M.J. Tees (RESTRAINED)	250.-	750.-	125.-	375.-	235.-	705.-	147.-	441.-	157. ⁵⁰	472. ⁵⁰	255.-	765.-
4.	1 EA.	6" x 90° ELL (RESTRAINED)	200.-	200.-	85.-	85.-	150.-	150.-	100.-	100.-	96. ²⁵	96. ²⁵	244.-	244.-
5.	1 EA.	6" x 22 1/2° ELL (RESTRAINED)	200.-	200.-	80.-	80.-	175.-	175.-	100.-	100.-	91. ²⁵	91. ²⁵	204.-	204.-
6.	1 EA.	6" x 11 1/4° ELL (RESTRAINED)	200.-	200.-	80.-	80.-	175.-	175.-	100.-	100.-	91. ²⁵	91. ²⁵	204.-	204.-
7.	5 EA.	TYPE III F.H.'s Assemblies	1450.-	7250.-	1340.-	6700.-	1950.-	9750.-	1235.-	6175.-	1615.-	8075.-	1910.-	9550.-
8.	3 EA.	6" LONG PATERN Solid Sleeves	150.-	450.-	235.-	705.-	165.-	495.-	100.-	300.-	91. ²⁵	273. ⁷⁵	119.-	357.-
9.	175 [±] L.F.	CONCRETE STREET RESTORATION	25.-	4375.-	28. ⁷⁵	5031. ²⁵	12.-	2100.-	28.-	4900.-	17. ⁷⁵	3106. ²⁵	41.-	7175.-
10.	550 [±] L.F.	CONCRETE DRIVE RESTORATION	18.-	9900.-	13. ⁸⁰	7590.-	8.-	4400.-	22.-	12100.-	15. ⁷⁹	8684. ⁵⁰	36.-	19800.-
11.	25 [±] L.F.	ASPHALT DRIVE RESTORATION	15.-	375.-	17. ²⁵	431. ²⁵	20.-	500.-	22.-	550.-	14. ⁶⁸	367.-	26.-	650.-
12.	2500 [±] L.F.	GRASS AREA RESTORATION	01.-	2500.-	2. ⁰¹	5025.-	1. ⁷⁵	4375.-	1. ⁵⁰	3750.-	0. ⁹¹	2275.-	2. ⁶⁴	6600.-
TOTAL BID			\$ 84,731. ²⁵		\$ 68,217. ⁵⁰		\$ 77,570.-		\$ 87,484. ⁵⁰		\$ 88,619.-		\$ 148,438. ²⁵	

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Fowlkes Trucking	Fort Wayne	Trucking & Stone
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

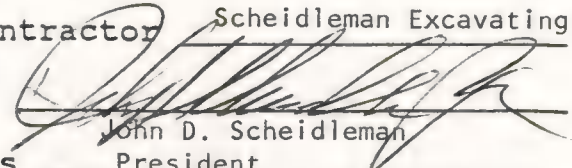
<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking	Fort Wayne	Trucking & Stone
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Scheidleman Excavating, Inc
By 
Its John D. Scheidleman
President

Contractor _____
By _____
Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor Scheidleman Excavating, Inc.

By 

John D. Scheidleman
President

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

CONTRACT

All work will be performed in accordance with: ~~Resolution~~ # 86-06, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 68,217.50. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	3,125± L.F.	CL. #50 DUCTILE IRON WATER MAIN	13.08	40,875.00
2.	4 EA.	6" VALVE W/BOX	310.00	1,240.00
3.	3 EA.	6" x 6" M.J. TEES (RESTRAINED)	125.00	375.00
4.	1 EA.	6" x 90° ELL (RESTRAINED)	85.00	85.00
5.	1 EA.	6" x 22½° ELL (RESTRAINED)	80.00	80.00
6.	1 EA.	6" x 11¼° ELL (RESTRAINED)	80.00	80.00
7.	5 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1340.00	6,700.00
8.	3 EA.	6" LONG PATTERN SOLID SLEEVE	235.00	705.00
9.	175± L.F.	CONCRETE STREET RESTORATION	28.75	5,031.25
10.	550± L.F.	CONCRETE DRIVE RESTORATION	13.80	7,590.00
11.	25± L.F.	ASPHALT DRIVE RESTORATION	17.25	431.25
12.	2,500± L.F.	GRASS AREA RESTORATION	2.01	5,025.00
TOTAL				68,217.50 ✓

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

FIRM NAME _____

BY: _____

IN TESTIMONEY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 29th day of October, 19 86.

Scheidleman Excavating, Inc.

NAME OF CORPORATION _____

BY:  _____
PRESIDENT John D. Scheidleman

ATTEST:


M. Carol Cicero

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being 1 of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

Scheidleman Excavating, Inc.

the contract for said work, and if _____ Scheidleman Excavating, Inc.

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NOT-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

agents or representatives present at the time of filing this bid; being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana; whereby such affiant or affiants or either of them; has paid or is to pay to such other bidder or public officer any sum of money; or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly; entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Scheidleman, Excavating, Inc.

By: _____

John D. Scheidleman, President

Subscribed and sworn to before me by _____ John D. Scheidleman -
this 29th day of October, 1986.

My Commission Expires:

10/27/88

NOTARY PUBLIC

Resident of Allen County, IN.

Subscribed and sworn to before me by _____

this _____ day of _____, 19_____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19_____.

My Commission expires:

NOTARY PUBLIC

Resident of _____ County, IN

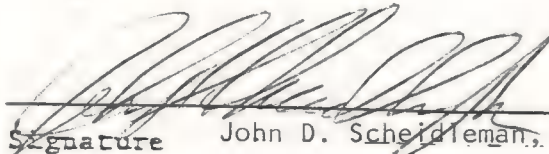
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, John D. Scheidleman, the President
Name
Position, of Scheidleman Excavating, Inc.
Company

HEREBY CERTIFY:


1. That the Financial Statement of said Company, dated the 30th day of September, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: 10/29/86


Signature John D. Scheidleman

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 29th day of October, 19 86.


NOTARY PUBLIC M. Carol Cicero
A Resident of Allen County, IN

My Commission Expires:

10/27/88

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Scheidleman Excavating, Inc.

_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Scheidtleman

Excavating, Inc. , that Scheidleman Excavating, Inc.

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 29th day of October, 19 86.

Scheidleman Excavating, Inc.

(Name of Bidder/Vendor)

John D. Scheidleman, President

(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: October 29, 1986

Scheidleman Excavating, Inc.

(Name of Bidder)

By: 

John D. Scheidleman

Title: President

Official Address (including ZIP code) : 6117 Stoney Creek Drive

Fort Wayne, Indiana 46825

It is the policy of Scheidleman Excavating, Inc. that equal
[Company]
employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex or national
origin.

In support of this policy Scheidleman Excavating, Inc. will not
[Company]
discriminate against any employee or applicant for employment
because of race, religion, color, sex or national origin.

The Scheidleman Excavating, Inc. will take affirmative action
[Company]
to insure that applicants are employed and that employees are
treated during employment without regard to their race,
religion, color, sex or national origin. Such action will
include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Scheidleman Excavating, Inc.

[Name of Company]


[Signature of

Company Official]

John D. Scheidleman, President

1-29/86

[Date]

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS,

Bond no. TPI611060-81
GPA1535

That we Scheidleman Excavating, Inc.

6117 Stoney Creek Drive, Ft. Wayne, IN 46825

as Principal, and the Transamerica Premier Insurance Company, a corporation under the laws of the State of California, as
Surety, are held and firmly bound unto City of Fort Wayne, IN
Fort Wayne, Indiana (hereinafter called the obligee)

in the full and just sum of ten percent of accompanying bid
(bid not to exceed \$100,000.)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors,
jointly and severally, firmly by these presents.

WHEREAS the said PRINCIPAL has submitted the accompanying bid for Kirkwood Park-phase II 86-06

NOW, THEREFORE, if said contract be awarded to the Principal and the Principal shall, within such time as may be specified,
enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said con-
tract, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that if said contract is not
awarded within 60 days of the date of bid opening, this bond shall be void and of no force and affect.

Signed and Sealed this twenty-ninth day of October, 1986.

Scheidleman Excavating, Inc.

Principal

By: [Signature]

John B. Scheidleman, President

Transamerica Premier Insurance Company

By: [Signature]

Attorney-in-fact

Mark D. Sundstrand

Nº 1535
GPA
Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint

MARK D. SUNDSTRAND

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00
ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00

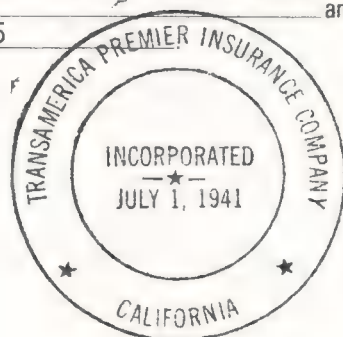
"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity, consents of surety and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 20th day of August, A.D., 19 85



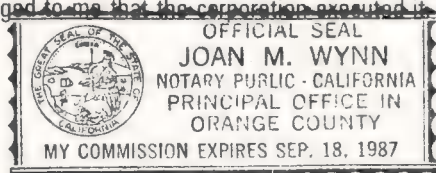
TRANSAMERICA PREMIER INSURANCE COMPANY

By

Jack M. Trapp

State of California }
County of Orange } ss.:

On this 20th day of August, in the year 1985, before me Joan M. Wynn, a notary public, personally appeared Jack M. Trapp, personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Joan M. Wynn

Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this twenty-ninth day of October, 19 86

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF
ATTACHED TO BOND NO. TPI611060-81

PR Campi

Secretary

BIDDING TABULATION Kirkwood Park Phase II			Contract 86-06		B.O. # 21586		U.O. # 63949		29 Oct. 1986	
CONTRACTOR			ENGR. EST.		Scheidtman Engr.		Tomco Const.		Bercot Inc.	
BIDDER'S BOND					10%		10%		10%	
NON - COLLUSION AFFIDAVIT					Yes		Yes		Yes	
FINANCIAL STATE					Yes		Yes		Yes	
E.E.O. STATE					Yes				Yes	
COMPLETION TIME										
ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
1.	3125 L.F.	CL 50 DI. WATER MAIN	18.25	57031.25	13.08	40875.-	17.-	53125.-	18.50	57812.50
2.	4 EA.	6" Valves w/ Boxes	375.-	1500.-	310.-	1240.-	405.-	1620.-	287.-	1156.-
3.	3 EA.	6" x 6" M.J. Tees (RESTRAINED)	250.-	750.-	125.-	375.-	235.-	705.-	147.-	441.-
4.	1 EA.	6" x 90° ELL (RESTRAINED)	200.-	200.-	85.-	85.-	150.-	150.-	100.-	100.-
5.	1 EA.	6" x 22 1/2° ELL (RESTRAINED)	200.-	200.-	80.-	80.-	175.-	175.-	100.-	100.-
6.	1 EA.	6" x 11 1/4° ELL (RESTRAINED)	200.-	200.-	80.-	80.-	175.-	175.-	100.-	100.-
7.	5 EA.	TYPE III F.H.'s Assemblies	1450.-	7250.-	1340.-	6700.-	1950.-	9750.-	1235.-	6175.-
8.	3 EA.	6" LONG PATERN SOLID SLEEVES	150.-	450.-	235.-	705.-	165.-	495.-	100.-	300.-
9.	175 L.F.	CONCRETE STREET RESTORATION	25.-	4375.-	28.75	5031.25	12.-	2100.-	28.-	4900.-
10.	550 L.F.	CONCRETE DRIVE RESTORATION	18.-	990.-	13.80	7590.-	8.-	4400.-	22.-	12100.-
11.	25 L.F.	ASPHALT DRIVE RESTORATION	15.-	375.-	17.25	431.25	20.-	500.-	22.-	550.-
12.	2500 L.F.	GRASS AREA RESTORATION	01.-	2500.-	2.01	5025.-	1.75	4375.-	1.50	3750.-
TOTAL BID			\$ 84,731.25		\$ 68,217.50		\$ 77,570.-		\$ 87,484.50	

Water

TPI 498342
GPA 1580

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

PORT WAYNE WATER UTILITY
ENGINEERING DEPT.

KNOW ALL MEN BY THESE PRESENTS, that we Scheidleman Excavating, Inc.
(Contractor or Developer) as Principal, and the Transamerica Premier Ins. Co.
(Insurance Company), a corporation organized under the laws of the State of
California (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$68,217.50
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of
the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied
for authority to construct or cause to be constructed, a water main to become
part of the City's water distribution system, which said water main is to be
built and constructed according to plans and specifications prepared by or
approved by City and known as the Kirkwood Park, Phase II Contract #86-06; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifica-
tions, and there shall be filed with the City, within thirty (30) days
after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications,
and repairs as required by the City within thirty (30) days after notice;
and,
3. To agree to maintain said water main for a period of one (1) year following
written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the contract
or to the work to be performed thereunder, or the specifications accompanying
the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

M. Carol Cicero
M. Carol Cicero

Asst Secretary
(Title)

Scheidleman Excavating, Inc.

(Contractor or Developer)

BY: [Signature]
(Name) John D. Scheidleman

President

(Title)

Transamerica Premier Ins. Co.

(Insurance Company) Surety

*BY: [Signature]

Authorized Agent

Mark D. Sundstrand
Attorney-in-Fact

*If signed by an agent,
power of attorney must be attached

STATE OF MICHIGAN

SS:
COUNTY OF KALAMAZOO

BEFORE ME, a Notary Public, in and for said State, personally appeared

MARK SUNDSTRAND

ATTORNEY-IN-FACT

(name)

(title)

and

(name)

(title)

of TRANSAMERICA PREMIER INSURANCE COMPANY

and

(company)

Attorney in Fact, for said TRANSAMERICA PREMIER INSURANCE COMPANY

as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 10TH day of NOVEMBER,
19 86.

Kristy Finney

Notary Public

Resident of KALAMAZOO County,

My Commission Expires:

6/19/90

RECEIVED

NOV 18 1986

FORT WAYNE WATER UTILITY
ENGINEERING DEPT.

Nº 1580

GPA
Power of Attorney valid only if numbered in red.

General Power of Attorney

Know All Men by These Presents, That Transamerica Premier Insurance Company, a corporation duly organized and existing under the laws of the State of California, and having its administrative office in Irvine, Orange County, California, does by these presents make, constitute and appoint

MARK D. SUNDSTRAND

of Kalamazoo and State of Michigan its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENALTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00
ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00

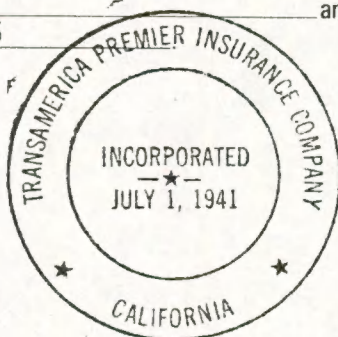
"THIS POWER OF ATTORNEY SHALL TERMINATE AND BE
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1986"

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company, at a meeting held on the 12th day of June, 1984.

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 20th day of August, A.D., 19 85



TRANSAMERICA PREMIER INSURANCE COMPANY

By

Jack M. Trapp

State of California

County of Orange

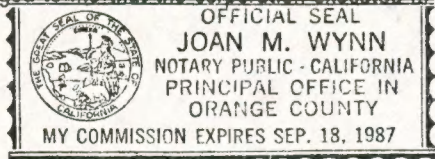
ss.:

On this 20th day of August, in the year 1985, before me

Joan M. Wynn

Jack M. Trapp

executed the within instrument as President, personally known to me to be the person who on behalf of the corporation therein named and acknowledged to me that the corporation executed it



Joan M. Wynn

Notary Public

I, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Company at a meeting duly called and held on the 12th of June, 1984, and that said resolution has not been amended or repealed:

"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, this tenth day of November

19 86

THIS POWER OF ATTORNEY EFFECTIVE ONLY IF

ATTACHED TO BOND NO. TPI 498342

PR Campfi

Secretary

TITLE OF ORDINANCE

Water Contract 86-06 - Kirkwood Park, Phase II, Scheidleman Excavating, Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J-86-11-31

SYNOPSIS OF ORDINANCE

Water Contract No. 86-06, Kirkwood Park, Phase II, is

for the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 3,125+ L.F. of 6" CL. 50 Ductile Iron Water Main pipe as follows: On Springfield Avenue from Crescent Avenue to Rolston Street. On Kirkland Avenue from Springfield Avenue to Kirkwood Drive. On Merivale Street, from Springfield Avenue to Rolston, all located in Kirkwood Park Addition.

Scheidleman Excavating, Inc. is the contractor.

EFFECT OF PASSAGE

Improved water conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$68,217.50

ASSIGNED TO COMMITTEE

BILL NO. S-86-11-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Water Contract

No. 86-06 - Kirkwood Park, Phase II, between Scheidelman

Excavating, Inc., and the City of Fort Wayne, Indiana, in

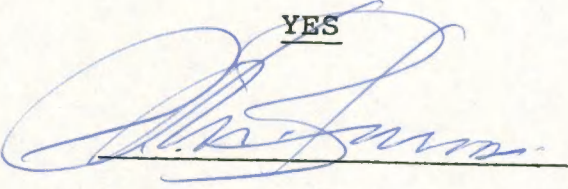
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

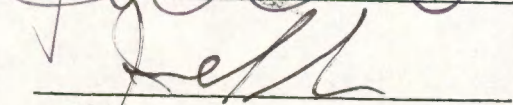
(~~RESOLUTION~~)

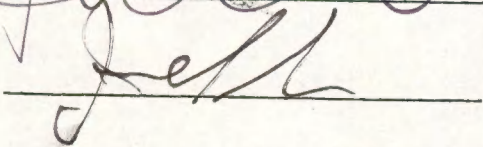
YES


NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GiaQUINTA

CONCURRED IN 12-9-86

SANDRA E. KENNEDY
CITY CLERK